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# Taylor, Morell & Gitomer

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Washington, DC 20006  
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June 9, 1992

Suite 230  
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Long Beach, CA 90802  
(310) 436-2519/FAX (310) 436-5393

Honorable Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
12th and Constitution Avenue, N.W.  
Washington, D.C. 20423

RECORDATION NO. 8447  
JUN 9 1992 - 2 10 PM  
INTERSTATE COMMERCE COMMISSION

Dear Secretary Strickland:

I have enclosed duplicate originals of the document described below, to be recorded pursuant to 49 U.S.C. 11303.

The document is a Bill of Sale, a secondary document, dated as of June 8, 1992. The primary document to which this is connected is recorded under Recordation No. 8447. We request that this Bill of Sale be recorded under Recordation No. 8447-I.

The names and addresses of the parties to the Bill of Sale are as follows:

Seller:

LaSalle National Bank  
135 South LaSalle Street  
Chicago, Illinois 60603

Buyer:

GATX Capital Corporation  
Four Embarcadero Center  
San Francisco, California 94111

A description of the equipment covered by the Bill of Sale consists of: three 3,000 horsepower SD-40-2 diesel electric locomotives numbered KCS 667-669, inclusive; and seven cabooses numbered KCS 400-406, inclusive.

A fee of \$16.00 is enclosed. Please return the original to:

Louis E. Gitomer  
Suite 210  
919 18th Street, N.W.  
Washington, DC 20006

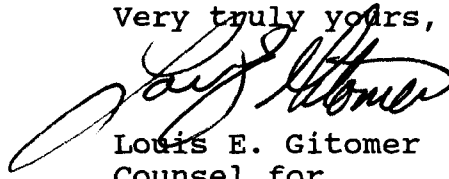
A short summary of the document to appear in the index follows:

*Original - Given S. Holder*

Honorable Sidney L. Strickland, Jr.  
June 9, 1992  
Page 2

A Bill of Sale, a secondary document, dated as of June 8, 1992, between the Seller, LaSalle National Bank, 135 South LaSalle Street, Chicago, Illinois 60603, and the Buyer, GATX Capital Corporation, Four Embarcadero Center, San Francisco, California 94111, covering three 3,000 horsepower SD-40-2 diesel electric locomotives numbered KCS 667-669, inclusive; and seven cabooses numbered KCS 400-406, inclusive.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Louis E. Gitomer", written over the typed name.

Louis E. Gitomer  
Counsel for  
GATX Capital Corporation

LEG/jsh

Attachment

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

6/9/92

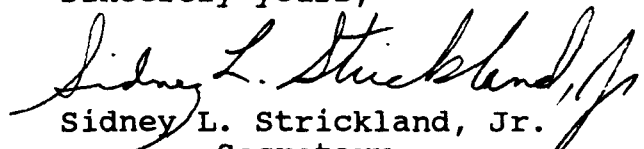
OFFICE OF THE SECRETARY

Louis E. Gitomer  
Suite 210  
919 18th Street, N.W.  
Washington, D.C. 20006

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/9/ 92 at 2:10pm , and assigned recordation number(s). 8447-I

Sincerely yours,

  
Sidney L. Strickland, Jr.  
Secretary

RECORDED NO 8447-2 JUN 9 1992

JUN 9 1992 -2 10 PM

INTERSTATE COMMERCE COMMISSION

## BILL OF SALE

BILL OF SALE dated June 8, 1992, by LaSalle National Bank, as owner trustee ("Seller"), in favor of GATX Capital Corporation ("Buyer").

For the sum of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is acknowledged by Seller, SELLER AGREES AS FOLLOWS:

1. Sale of Equipment. Seller hereby sells, conveys, assigns and transfers to Buyer three G.M. SD 40-2 locomotives bearing road numbers KCS 667, 668 and 669 inclusive and seven cabooses bearing road numbers KCS 400-406 inclusive (collectively, the "Equipment"). Seller hereby sells, assigns and transfers to Buyer any and all such rights and benefits as Seller may now or hereafter have under any warranty, guarantee or indemnity with respect to the Equipment against any manufacturer or supplier thereof or any part thereof, on any contractor or subcontractor or any such manufacturer or supplier.

2. Warranty of Ownership. Seller does hereby covenant and warrant that it is the lawful owner of the Equipment and has good, valid and marketable title in and to the Equipment free and clear of all claims, liens, encumbrances, security interests and rights of third parties of any nature whatsoever arising by or through Seller and Seller has the right to sell the same. EXCEPT FOR THE WARRANTY SET FORTH IN THE PRECEDING SENTENCE, THE TRANSFER OF THE Equipment TO BUYER IS MADE ON AN "AS IS, WHERE IS" BASIS AND SELLER SHALL NOT BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, NOW OR HEREAFTER AS TO THE TITLE, VALUE, CONDITION, DESIGN, OPERATION, MERCHANTABILITY, QUALITY OF MATERIAL OR WORKMANSHIP, FITNESS FOR USE OR FOR A PARTICULAR PURPOSE, MAINTENANCE OR MARKETABILITY OF THE Equipment OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED WITH RESPECT TO THE Equipment.

3. Indemnity. Seller will warrant and defend title to the Equipment against all and every person and persons whomsoever claiming or laying claim to the same by or through Seller.

Seller hereby agrees to indemnify Buyer and hold it harmless from and against any and all loss, cost, damage or expense (including reasonable attorneys' fees) Buyer may suffer as a result of any claims, demands, suits, actions, causes of action, recoveries or judgments arising out of any claim of title to the Equipment or any lien thereon and arising on or prior to the date hereof, by any person described in the first paragraph of this Section.

4. No Rights in Third Party. Nothing expressed or implied in this Bill of Sale is intended to confer upon any person other than parties hereto and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Bill of Sale.

5. Successor and Assigns. This Bill of Sale shall be binding upon and inure to the benefit of Seller and Buyer and their respective successors and assigns.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed by its officer thereunto duly authorized on the day and year first above written.

LaSALLE NATIONAL BANK,  
as owner trustee

By: *Gail A. Klewin*

Title: *Vice President*

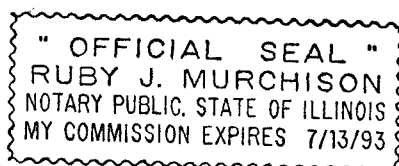
STATE OF ILLINOIS

)  
) ss.  
)

COUNTY OF COOK

On June 8, 1992, before me personally came Gail A. Klewin, to me known, who, being by me duly sworn, did depose and say that he/she is the VICE PRESIDENT of LaSalle National Bank, a national banking corporation, and he/she acknowledged to me that he/she executed the Bill of Sale on behalf of said corporation by authority of its Board of Directors and that such Bill of Sale was the free act and deed of said corporation.

Witness my hand and official seal.



*Ruby J. Murchison*  
Notary Public in and for  
said State

My Commission expires:

*7/13/93*